

REMARKS

The Office Action dated March 17, 2008 has been received and carefully noted. The above amendments to the claims, and the following remarks, are submitted as a full and complete response thereto.

Claims 1-2, 4-7, 9 and 11-26 have been amended to more particularly point out and distinctly claim the subject matter of the invention. Claims 3, 11-16 and 21-26 have been canceled without prejudice or disclaimer. Claims 27 and 28 are newly added. No new matter has been added. Claims 1, 2, 4-10, 17-20, 27 and 28 are submitted for reconsideration.

Claims 1-7 and 11-26 were rejected under 35 U.S.C. §102(e) as being anticipated by Young et al. (U.S. Patent Publication No. 2002/0072412). The Office Action took the position that Young discloses all of the elements of the claims. This rejection is respectfully traversed for at least the following reasons.

Claim 1, upon which claims 2 and 4-10 are dependent, recites a method that includes initiating a provision of a service for at least two parties. The method includes verifying that each of the at least two parties is capable of paying for use of the service. The method also includes generating payment information by communicating at least one message between the at least two parties regarding a principle for paying a fee for the use of the service and including the principle in the payment information, and charging for use of the service based on the payment information.

Claim 17, upon which claims 18-20 are dependent, recites an apparatus that includes an enabler configured to enable simultaneous provision of a service for at least two parties. The apparatus also includes a verifier configured to verify that the at least two parties using the service are capable of paying for use of the service. The apparatus also includes a generator configured to provide payment information for the use of the service by the at least two parties for use in charging for the use of the service by communicating at least one message between the at least two parties regarding a principle for paying a fee for the use of the service and including the principle in the payment information.

As will be discussed below, the teachings of Young fail to disclose all of the elements of the claims, and therefore fails to provide the features discussed above. The rejection is respectfully traversed for at least the following reasons.

Young is directed to an online gaming system that allows multiple players to play online games with one another over the Internet. Players may connect to the online gaming system 100 from their user terminal 116 to a remote server 104. A user interface is used to provide a log-in access page and to display user account information to the player upon receiving access to the online gaming system 100. Once a player has established a connection with the gaming system 100, the user may meet other potential opponents who have also successfully logged onto the gaming system 100 (see paragraph [0018] of Young.

The players may be able to negotiate a monetary prize amount which is payable upon a player successfully winning a particular game. An example operation of the online gaming system 100 is illustrated in the flow chart of FIG. 5. A prize incentive module 124 receives the player identifications, the game to be played, the prize amount, and the determined winner split, which may be decided by the players themselves. The only monetary negotiation the players engage is the prize amount.

Young does not teach that the players negotiate the service fee. Young fails to disclose “generating payment information by communicating at least one message between the at least two parties regarding a principle for paying a fee for the use of the service and including the principle in the payment information”, as recited, in part, in independent claim 1, and similarly in independent claim 17 (emphasis added). Whatever fee may be charged, if any, for the use of the online gaming system disclosed in Young, the fee is not subject to a negotiation between the users and in the manner described in the claims.

The Office Action (see page 3, paragraph 6 of Office Action) relied on paragraph [0021] of Young as allegedly teaching the above noted feature of the claims. Applicants disagree and submit that paragraph [0021] discloses that the “lead player” will specify the total amount at stake for the game, which may be any amount the players agree to be the prize amount. The only information disclosed in paragraph [0021] relates to prize money. There is no discussion for the fees associated with the actual service for the game. Because there is no teaching of a principle for payment of the service fee, then

there certainly is no teaching of including the principle for paying the fee in the payment information.

Therefore, for at least the reasons stated above, Applicants submit that Young fails to teach all of the subject matter of independent claim 1, and similarly independent claim 17. By virtue of dependency, Young also fails to teach the subject matter of dependent claims 2, 4-10 and 18-20. Withdrawal of the rejection of claims 1-7 and 17-20 is kindly requested

Claims 8-10 are rejected under 35 U.S.C. §103(a) as being unpatentable over Young in view of Official Notice. This rejection is respectfully traversed.

As discussed in detail above, Young fails to teach all of the subject matter of independent claim 1, upon which claims 8-10 depends. By virtue of dependency, Young also fails to teach all of the subject matter of claims 8-10. Withdrawal of the rejection of claims 8-10 is also kindly requested.

For at least the reasons discussed above, Applicants respectfully submit that the cited references fail to disclose or suggest all of the elements of the claimed invention. These distinctions are more than sufficient to render the claimed invention unanticipated and unobvious. It is therefore respectfully requested that all of claims 1, 2, 4-10, 17-20, 27 and 28 be allowed, and this application passed to issue.

If for any reason the Examiner determines that the application is not now in condition for allowance, it is respectfully requested that the Examiner contact, by

telephone, the applicants' undersigned representative at the indicated telephone number to arrange for an interview to expedite the disposition of this application.

In the event this paper is not being timely filed, the applicants respectfully petition for an appropriate extension of time. Any fees for such an extension together with any additional fees may be charged to Counsel's Deposit Account 50-2222.

Respectfully submitted,



Kamran Emdadi

Registration No. 58,823

Customer No. 32294

SQUIRE, SANDERS & DEMPSEY LLP

14TH Floor

8000 Towers Crescent Drive

Tysons Corner, Virginia 22182-2700

Telephone: 703-720-7800

Fax: 703-720-7802

KE/cqc